

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
SHERMAN DIVISION**

IN RE:	§	
	§	CASE NO. 25-40712
DZS INC., <i>et al.</i> , <sup>1</sup>	§	
	§	(Chapter 7)
DEBTORS.	§	

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**AMENDED<sup>2</sup> FOURTH NOTICE OF  
ASSUMPTION OF EXECUTORY CONTRACT(S) OR UNEXPIRED LEASE(S)**

**PLEASE TAKE NOTICE THAT** on April 28, 2025 the United States Bankruptcy Court for the Eastern District of Texas (the “Court”) entered an order [Docket No. 112] (the “Sale Order”) that, among other things approved the sale of substantially all of the assets of the above-captioned debtors (the “Debtors”) to Zhone Technologies, Inc., (“Zhone”), formerly known as Fibre Acquisitions Corporation.

**PLEASE TAKE FURTHER NOTICE THAT** the Trustee filed the *Notices of Executory Contracts and/or Unexpired Leases to be Assumed* [ECF Nos. 47-66, 69] with the Court on April 14, 2025 and served such Notices on counter-parties to such Executory Contract(s) and/or Unexpired Lease(s) (each a “Notice of Potentially Assumed Contract or Lease”).

**PLEASE TAKE FURTHER NOTICE THAT** the Purchaser has elected to assume the Executory Contract(s) and/or Unexpired Lease(s) to which you are a party listed on the attached **Exhibit 1** to this Notice.

**PLEASE TAKE FURTHER NOTICE THAT** “cure” obligations included in the Notice of Potentially Assumed Contract or Lease or as otherwise agreed to by the Purchaser and any other party to such lease or contract (the “Cure Claim”) of any Executory Contract(s) or Unexpired Lease(s) included in this Notice, shall be satisfied for the purposes of section 365(b)(1) of the Bankruptcy Code, by payment in Cash, within ten (10) calendar days of this Notice or on such other date as the parties to such Executory Contract(s) and/or Unexpired Lease(s) may otherwise agree. Any Cure Claim shall be deemed fully satisfied, released, and discharged upon such payment. The Purchaser may settle and pay any Cure Claim without any further notice to or action, order, or approval of the Bankruptcy Court. The Trustee and Purchaser may adjourn consideration of any cure dispute beyond the Sale Hearing.

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<sup>1</sup> The Debtors in these Chapter 7 Cases, along with the last four digits of each Debtor’s federal tax identification number, are: DZS Inc. (9099); DZS Services Inc. (3763); and DZS California Inc. (3221) (each “Debtor” and collectively the “Debtors”). The location of the Debtors’ service address for purposes of these Chapter 7 Cases is: 5700 Tennyson Parkway, Suite 400, Plano, TX 75024.

<sup>2</sup> Amended to remove a duplicate of the Executory Contract for Dasan Networks Solutions Inc. which appears on both the 4<sup>th</sup> Notice and the 6<sup>th</sup> Notice.

**PLEASE TAKE FURTHER NOTICE THAT** the Purchaser is responsible for payment of any Cure Claims as defined in the Notice of Potentially Assumed Contract or Lease related to your agreement.

**PLEASE TAKE FURTHER NOTICE THAT** any objection to the assumption of an Executory Contract or Unexpired Lease under the Plan was due no later than April 25, 2025.

**PLEASE TAKE FURTHER NOTICE THAT** any request for payment of or objection to a Cure Claim that differs from the cure amounts listed in the Notice of Potentially Assumed Contract or Lease was also required to be Filed with the Bankruptcy Court no later than April 25, 2025.

**PLEASE TAKE FURTHER NOTICE THAT,** pursuant to the Sale Order, any counterparty to an Executory Contract or Unexpired Lease that failed to timely object to the proposed assumption, assumption and assignment, or related Cure Claim is deemed to have assented to such assumption and assignment and/or Cure Claim of such Executory Contract or Unexpired Lease, as applicable, and any untimely objection shall be disallowed and forever barred, estopped, and enjoined from assertion, and shall not be enforceable against the Purchaser, without the need for any objection by the Purchaser or any other party in interest or any further notice to or action, order, or approval of the Court. Such counterparties to such Executory Contract(s) or Unexpired Lease(s) shall be deemed to release and waive, subject to such counterparties' receipt of the applicable Cure Claim, any and all rights arising under such Executory Contract(s) or Unexpired Lease(s) related to any default, cross-default, termination, put right, or other similar provision related to any event, default, or potential default on or occurring prior to the Closing Date.

**PLEASE TAKE FURTHER NOTICE THAT** assumption of any Executory Contract and/or Unexpired Lease pursuant to the Sale Order shall result in the full release and satisfaction of any claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any such Executory Contract or Unexpired Lease at any time on or before the date that the Debtors assume or assume and assign such Executory Contract or Unexpired Lease.

**PLEASE TAKE FURTHER NOTICE THAT** neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on Notice of Potentially Assumed Contract or Lease, shall constitute an admission by the Debtors, the Trustee or Purchaser that any such contract or lease is in fact an Executory Contract or Unexpired Lease, that any Debtor(s) has any liability thereunder, or that such Executory Contract or Unexpired Lease is a binding and enforceable agreement. In addition, the Trustee and Purchaser shall have the right to: (i) alter, amend, modify, or supplement any information set forth herein, including to add or remove any Executory Contract or Unexpired Lease from the Rejection List or Assumption List, pursuant to the terms of the Plan; and (ii) contest any Claim asserted in connection with any Executory Contract or Unexpired Lease.

Any questions regarding this Notice should be directed to John Higgins at 469-581-9204, Email: [john.higgins@zhone.com](mailto:john.higgins@zhone.com).

Dated: May 12, 2025.

Respectfully submitted,

**DYKEMA GOSSETT PLLC**

By: /s/ Dominique A. Douglas

Deborah D. Williamson

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**ATTORNEYS FOR  
ZHONE TECHNOLOGIES, INC.  
FORMERLY KNOWN AS  
FIBRE ACQUISITION CORPORATION**

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on May 12, 2025, a true and correct copy of the foregoing was served by electronic means as listed on the Court's ECF noticing system and first class mail to necessary contract counterparties.

/s/ Dominique A. Douglas

Dominique A. Douglas

**Exhibit 1**  
**Assumption List**

DZS ID	Counterparty Name	Description of Contract or Lease
2.0693	TACHUS LLC	PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES
2.0694	TACHUS LLC	PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES
2.0696	TAMDEED PROJECTS LLC; SISALAT SERVICES HOLDING LLC	RESELLER AGREEMENT
2.0698	TAWASUL TELECOM LTD CO	MUTUAL PRODUCT EVALUATION AGREEMENT
2.0702	TDS TELECOMMUNICATIONS LLC	MASTER PURCHASE AGREEMENT
2.0703	TDS TELECOMMUNICATIONS LLC	MUTUAL PRODUCT EVALUATION AGREEMENT
2.0722	TELECOM NAMIBIA LIMITED	TENDER FOR ACTIVE FIBRE AND COPPER ACCESS EQUIPMENT SCHEDULE 4 SCHEDULE OF COMPLIANCE TO TECHNICAL
2.0723	TELECOM NAMIBIA LIMITED	CONTRACT NO. G/DP/TN-220/2022
2.0724	TELECOM NAMIBIA LIMITED	MEMORANDUM OF AGREEMENT
2.0725	TELECOM NAMIBIA LIMITED	PRICING AND FORECASTING SCHEDULE
2.0726	TELECOM NAMIBIA LIMITED	SERVICE MAINTENANCE CONTRACT PROPOSAL
2.0727	TELECOM NAMIBIA LTD	SERVICE MAINTENANCE CONTRACT
2.0728	TELEFFICIENT SOLUTIONS	RESELLER AGREEMENT

2.0729	TELEFONICA DEL SUR SERVICIOS INTERMEDIOS SA	SERVICE MAINTENANCE CONTRACT
2.0730	TELEFÓNICA DEL SUR SERVICIOS INTERMEDIOS SA	PARCHASE AND SUPPLY AGREEMENT FOR PRODUCTS AND SERVICES
2.0731	TELEFÓNICA DEL SUR SERVICIOS INTERMEDIOS SA	PURCHASE AND SUPPLY AGREEMENT FOR PRODUCTS AND SERVICES
2.0732	TELEFONICA DEL SUR; TELEFONICA	PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES
2.0745	TELTECH COMMUNICATIONS LLC	DISTRIBUTOR AGREEMENT
2.0746	TELUS COMMUNICATIONS COMPANY; TELUS COMMUNICATIONS INC.	MASTER PURCHASE AGREEMENT
2.0747	TELUS COMMUNICATIONS INC.	RFI PARTICIPATION AGREEMENT
2.0748	TELUS COMMUNICATIONS INC; TELUS COMMUNICATIONS INC.	MASTER PRODUCTS AND SERVICES AGREEMENT
2.0749	TELUS COMMUNICATIONS INC; TELUS COMMUNICATIONS INC.	SHORT FORM SOFTWARE LICENSE AGREEMENT
2.0750	TELUS CORPORATION; TELUS COMMUNICATIONS INC.	AMENDMENT NO. 1 TO MASTER AGREEMENT FOR RESALE OF SOFTWARE-AS-A-SERVICE SCHEDULE "A" - FORM OF SAAS
2.0780	TRADING DISTRIBUTION CONSULTANCY COMPANY (TDC)	RESELLER AGREEMENT
2.0781	TRANS INDUSTRIAS ELECTRONICAS SA	RESELLER AGREEMENT
2.0786	TROY CABLEVISION, INC.	PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES
2.0788	TV FUEGO SA	PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES

2.0789	TVC COMMUNICATIONS LLC; WESCO DISTRIBUTION INC	FIRST AMENDMENT TO RESELLER AGREEMENT
2.0790	TVC COMMUNICATIONS LLC; WESCO DISTRIBUTION INC	FIRST AMENDMENT TO RESELLER AGREEMENT
2.0791	TVC COMMUNICATIONS LLC; WESCO DISTRIBUTION INC	FIRST AMENDMENT TO RESELLER AGREEMENT
2.0792	TVC COMMUNICATIONS LLC; WESCO DISTRIBUTION INC	FIRST AMENDMENT TO RESELLER AGREEMENT
2.0797	UNITED TELEPHONE ASSOCIATION INC. (UNITED TELECOM)	PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES
2.0807	USHUAIA VISION SA	MASTER SERVICE AGREEMENT
2.0808	UTOPIA	PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES
2.0810	VALLEY TELEPHONE COOPORATIVE, INC.	PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES
2.0821	VIANET INC	PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES
2.0828	VTX COMMUNICATION LLC	PURCHASE AGREEMENT FOR PRODUCTS AND SERVICES
2.0834	WESCO DISTRIBUTION INC	DISTRIBUTOR AGREEMENT
2.0835	WESCO DISTRIBUTION INC	RESELLER AGREEMENT

2.0836	WESCO DISTRIBUTION INC	RESELLER AGREEMENT
2.0837	WESCO DISTRIBUTION INC	RESELLER AGREEMENT
2.0838	WESCO DISTRIBUTION INC	SECOND AMENDMENT TO RESELLER AGREEMENT
2.0839	WESCO DISTRIBUTION INC	SECOND AMENDMENT TO RESELLER AGREEMENT
2.0843	WINDSTREAM SERVICES LLC	MUTUAL PRODUCT EVALUATION AGREEMENT
2.0844	WINDSTREAM SERVICES LLC	MUTUAL PRODUCT EVALUATION AGREEMENT
2.0856	WORLD WIDE TECHNOLOGY LLC	RESELLER AGREEMENT
2.0862	XPLORE INC	MASTER PURCHASE AGREEMENT
2.0865	AXON NETWORKS, INC.	ASSET PURCHASE AGREEMENT
2.0866	AXON NETWORKS, INC.	BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT
2.0867	AXON NETWORKS, INC.	DOMAIN ASSIGNMENT AGREEMENT
2.0868	AXON NETWORKS, INC.	EDGE SDK LICENSE AGREEMENT
2.0869	AXON NETWORKS, INC.	PATENT ASSIGNMENT AGREEMENT
2.0870	AXON NETWORKS, INC.	PATENT ASSIGNMENT AGREEMENT



2.0871	AXON NETWORKS, INC.	PATENT SUBLICENSE AGREEMENT
2.0872	AXON NETWORKS, INC.	RESELLER AGREEMENT
2.0873	AXON NETWORKS, INC.	TRADEMARK ASSIGNMENT AGREEMENT
2.0874	AXON NETWORKS, INC.	TRANSFERRED PATENTS LICENSE AGREEMENT
2.0875	AXON NETWORKS, INC.	TRANSITION SERVICES AGREEMENT
2.0876	AXON NETWORKS, INC.	XTREME LICENSE AGREEMENT